

With respect to the propriety of the Final Office Action, Applicants noted that the Final Office Action appeared to be incomplete as failing to address Applicants points regarding the rejection of claims 26, 13, 40, 47 and 61. During the Examiner Interview held on July 16, 2007, Examiner Tran acknowledged that such arguments were not addressed and agreed to withdraw the previous Final Office Action. Per the Examiner's request, Applicants submit a supplemental response once again requesting withdrawal of the Final Office Action.

II. Request for Withdrawal Of Final Office Action

Applicants Respectfully Request That the Final Office Action Be Withdrawn. 37 CFR 1.104 recites

(a) *Examiner's action.*

(1) On taking up an application for examination or a patent in a reexamination proceeding, the examiner shall make a thorough study thereof and shall make a thorough investigation of the available prior art relating to the subject matter of the claimed invention. The examination shall be complete with respect both to compliance of the application or patent under reexamination with the applicable statutes and rules and to the patentability of the invention as claimed, as well as with respect to matters of form, unless otherwise indicated.

(2) The applicant, or in the case of a reexamination proceeding, both the patent owner and the requester, will be notified of the examiner's action. The reasons for any adverse action or any objection or requirement will be stated in an Office action and such information or references will be given as may be useful in aiding the applicant, or in the case of a reexamination proceeding the patent owner, to judge the propriety of continuing the prosecution.

....

(b) *Completeness of examiner's action.* The examiner's action will be complete as to all matters, except that in appropriate circumstances, such as misjoinder of invention, fundamental defects in the application, and the like, the

action of the examiner may be limited to such matters before further action is made. However, matters of form need not be raised by the examiner until a claim is found allowable.

*(c) Rejection of claims.*

(1) If the invention is not considered patentable, or not considered patentable as claimed, the claims, or those considered unpatentable will be rejected.

(2) In rejecting claims for want of novelty or for obviousness, the examiner must cite the best references at his or her command. When a reference is complex or shows or describes inventions other than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable. The pertinence of each reference, if not apparent, must be clearly explained and each rejected claim specified.

(Emphasis added).

In the present case, the Final Office Action is incomplete as to all matters since the Office Action fails to respond to or address all of Applicants' actual arguments regarding the rejections.

A. The Office Action fails to address Applicants' actual arguments regarding the rejections.

In the previous response filed by Applicants on February 2, 2007, Applicants amended several the claims and presented arguments as to how such amended claims overcame the rejections based upon either Simon US Patent 5,428,375, alone, or in combination with Rezanka US Patent 5,570,118. Although the Office Action technically has a "Response to Arguments" section, this section fails to address the actual arguments presented by Applicants or even the limitations added by amendment. In contrast, this section of the Office Action appears to overlook limitations and arguments relating to such limitations.

1. Claim 26

Applicants' previously raised points with regard to claim 26 are identically repeated below. As evidenced below, Applicants pointed out that Simon fails to disclose multiple print units which transfer percentages of imaging medium which correspond to the number of print units used to transfer the total amount of imaging medium.

In the Response to Arguments section, the Office Action asserts of such arguments are not persuasive on the basis that:

Nothing in the claim recites what the percentage of each set of printbar would transfer to the medium, therefore Simon meets the limitation of the claim.

(Final Office Action, page 8).

However, this is not true. Claim 26 specifically recites that the:

percentages of imaging medium transferred onto the print media with the one or more printbar assemblies of the print units corresponds to the number of print units.

(Claim 26). In other words, with two print units, each print unit transfers 50%; with 4 print units, each print unit transfers 25%, with 5 print units, each print unit transfers 20% and so on.

2. Claims 13, 40 and 47

Applicants' previously raised points with regard to claims 13, 40 and 47 are identically repeated below. As evidenced below, Applicants pointed out that neither Simon nor Rezanka, alone or in combination, disclose or suggest a first print unit that transfers first and second colored chromatic mediums onto medium and a second print unit that transfers the same first and second color chromatic mediums onto the medium with a heater that that remove moisture from the imaging medium as a medium passes between the print units (Claim 13). Neither Simon nor Rezanka, alone or in combination, disclose or suggest different print units that transfer the same chromatic colored inks (Claims 40 and 47).

The Office Action fails to address such points. In contrast, the Office Action overlooks such points. Nowhere does the Office Action even attempt to rebut the above factual points.

3. Claim 61

Applicants' previously raised points with regard to claim 61 are identically repeated below. As evidenced below, Applicants pointed out that neither Simon nor Rezanka discloses a print unit configured to transfer fixer to the medium. In fact, Applicants pointed out that the earlier Office Action failed to even allege where such references allegedly disclosed transferring fixer to a medium. Thus, not one single Office Action to date has established a prima facie case of obviousness with regard to claim 61. The present Final Office Action does not even mention such arguments regarding claim 61.

III. Supplemental Points Regarding the Rejection of Claims 26 under 35 USC 102(b) based upon Simon

Paragraph 1 of the Office Action rejected claims 1-4, 26, 28 and 29 under 35 USC 102(b) as being anticipated by Simon US Patent 5,428,375. Claim 26 overcomes rejection based upon Simon.

Claim 26 recites a method which includes transferring a first percentage of an imaging medium onto a first side of the print media with a first printing unit and transferring a second percentage of the imaging medium onto the first side of the print media with a second print unit. The percentages of the imaging medium transferred onto the print media with the print units correspond to the number of print units.

Simon fails to disclose multiple print units which transfer percentages of imaging medium which correspond to the number of print units used to transfer the total amount of imaging medium. In rejecting claim 26, the Office Action asserts that Simon discloses this and simply refers to Figure 2 of Simon. However, neither Figure 2 nor any other portion of Simon discloses that the percentage of imaging medium applied by print heads 12 corresponds to the

number of print heads 12. In other words, Simon does not disclose that because inkjet printer 10 includes four print heads 12, each print head 12 transfers 25% of the ink onto medium 14. Even if print heads 12 contained different colors, this would not necessitate the transfer of equal percentages of ink by each of print heads 12 onto medium 14.

During the Examiner Interview held on July 9, 2007, the Examiner noted that claim 26 recites "one or more printbar assemblies." The Examiner further indicated that if there is a single printbar assembly, it would inherently print 100 percent of the ink which would "correspond to the number of print bar assemblies."

However, Applicants now wish to point out that claim 26 does not recite that the percentage of imaging medium transferred onto the print media corresponds to the number of print bar assemblies. In contrast, claim 26 recites that the percentage of imaging medium transferred onto the print media corresponds to the number of print units, not print bar assemblies. Claim 26 recites a first print unit and a second print unit. Of course, claim 26 could encompass three or more print units which would clearly include a first print unit and a second print unit. Claim 26 recites that each print unit includes one or more printbar assemblies. As noted above, even though Simon may disclose multiple print units, nowhere does Simon disclose that the percentage of imaging medium transferred onto the print media corresponds to the number of print units. Accordingly, the rejection of claim 26 should be withdrawn. The rejection of claims 28 and 29, which depend from claim 26, should be withdrawn for the same reasons.

#### IV. Conclusion

Upon entry of the amendments to the claims as set forth above, claims 1-8, 10, 12, 13, 15, 16, 22, 23, 26, 28-34, 36-38, 40, 41, 44, 45 and 51-68 are now pending in this application.

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 08-2025. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 08-2025. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicants hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 08-2025.

Respectfully submitted,

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